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91-123

Case No. _____

Supreme Court, U.S.
FILED
JUN 27 1991
OFFICE OF THE CLERK

**IN THE**
**SUPREME COURT OF THE UNITED STATES**
**OCTOBER TERM, 1991**

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ROBERT WILSON,

Petitioner,

v.

STATE FARM FIRE AND CASUALTY CO.,

Respondent.

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# PETITION FOR WRIT OF CERTIORARI TO THE APPELLATE COURT OF ILLINOIS, FIRST JUDICIAL DISTRICT

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## PETITION FOR WRIT OF CERTIORARI

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ROBERT WILSON
15630 S. Loomis Street
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(708) 339-0092
Pro Se

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## QUESTIONS PRESENTED

WHETHER THE PETITIONER HAS A CONSTITUTIONAL RIGHT TO FILE A CLAIM UNDER A CONTRACT FOR INSURANCE, ISSUED BY RESPONDENT, STATE FARM FIRE AND CASUALTY CO., UNDER POLICY NO. 93-G72-9675-1, FOR A VANDALISM LOSS; AND WHETHER THE TRIAL COURT DISMISSAL OF PETITIONER'S COMPLAINT WITHOUT A PROOF OF LOSS AS REQUIRED BY THE ILL. REV. SAT. 1985, CH. 73, PARA. 755-1, DEPRIVED THE PETITIONER OF THAT RIGHT IN VIOLATION OF DUE PROCESS OF THE LAW GUARANTEED UNDER THE FOURTEENTH AMENDMENT TO THE UNITED STATES CONSTITUTION.

WHETHER THE OPINION OF THE APPELLATE COURT SETS DOUBLE STANDARD WHEN IT FOUND THAT THE PETITIONER'S REPORT OF THE LOSS, SOMETIME IN NOVEMBER OR DECEMBER, 1983, WAS TANTAMOUNT TO A PROOF OF LOSS WHEN THE USUSAL PROCEDURES OF A CLAIM IS THE FILING

OF A PROOF OF LOSS, IN VIOLATION OF EQUAL PROTECTION OF THE LAW, GUARANTEED UNDER THE FOURTEENTH AMENDMENT TO THE U.S. CONSTITUTION.

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IN THE
SUPREME COURT OF THE UNITED STATES
OCTOBER TERM, 1991

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Case No.

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ROBERT WILSON,

Petitioner,

v.

STATE FARM FIRE AND CASUALTY CO.,

Respondent.

---

Petition for Writ of Certiorari

Appellate Court of Illinois,

First Judicial District

---

Petitioner, Robert Wilson, respectfully prays that a Writ of Certiorari issue to review the judgment and opinion of the Appellate Court of Appeals, Third District of Illinois, refusing to allow the Petitioner the right by law to file a claim for a loss under a policy issued for insurance by the Respondent, State Farm Fire and Casualty Co.

## ORDER BELOW

The Order of the Appellate Court is unpublished, No. 89-287, Appendix A to this Petition. The unpublished written Order of the Appellate Court First District, Appendix to this Petition.

## JURISDICTION

The Court of Appeals Order in this matter was filed on May 23, 1990. Petition for Rehearing was filed July 25, 1990, upon two extensions. Petition denied October 31, 1990. Affidavit of Entente to File Leave to Appeal in the Appellate Court to the Supreme Court November 8, 1990. Petition to File Leave to Appeal in the Illinois Supreme Court denied February 6, 1991. No Petition for Rehearing was filed in the Supreme Court. Petition to Stay the Mandate of the Supreme Court was filed on February 17, 1991. Application for an extension of time in which to file Writ of Certiorari was

filed April 24, 1991. Application granted May 2, 1991, to allow the Petitioner time to pay the filing fee, and is attached to Appendix B. This Court's jurisdiction is invoked under Title 28, U.S.C. 1254(1).

CONSTITUTIONAL PROVISIONS INVOLVED

AMENDMENT FOURTEEN TO THE UNITED STATES CONSTITUTION STATEMENT OF THE CASE

On February 4, 1983, the Petitioner paid a premium of $163.00 to the Respondent, STATE FARM FIRE AND CASUALTY CO., for a renewal of Policy No. 93G-72-9675-1 with an effective coverage period between February 7, 1983, and February 7, 1984. On June 27, 1983, a tenant of the building, a Vietnam veteran, committed serious damage to the property. To establish truth of the damage, a report of the loss was delayed until November or December, 1983, upon which time the perpetrator pled "guilty" under Complaint No. 836-005836, and was fined and

sentenced. On September 20, 1983, the Respondent, without notice, cancelled the February policy and "used" the premium to re-write Policy No. 93G-72-9675-1, with a coverage period between September 20, 1983, and September 20, 1984, on the same property. On January 5, 1984, the adjuster for the Respondent, Mr. (Walter) Churan, sent the Petitioner a letter:

Dear Mr. Wilson,

After you and I inspected your severely damaged property on Vine Street, I stopped at the State Farm claim office to check for policy coverage. The policy which is in force now was written on September 20, 1983 which was about three months after the loss occurred. A further check through Mr. Bobbe's office shows that the previous policy was cancelled on February 7, 1983. This would mean that State Farm did not insure these premises between February and

September of 1983. Since there was no coverage on these premises at the time of loss, we must respectfully deny your claim.

While the property remained unoccupied, on June 8, 1984, a fire loss occurred. On March 1, 1985, the Petitioner was required to submit to an examination under oath by Atty. Albert Devito, relative to the fire loss claim. Upon its conclusion, the Respondent "reconsidered" the reported vandalism loss and also required the Petitioner to submit to an examination, under oath, conducted by Atty. Frederick J. Sudekum, irrespective of the fact that no sworn statement in proof of loss was ever submitted to the Petitioner for the vandalism loss as required by the policy. On March 5, 1986, the Respondent wrote the Petitioner a second letter denying the reported vandalism loss of June 27, 1983; claiming the policy was not in effect at the

time of loss. Also, on March 5, 1986, by means of a separate letter, they denied the Petitioner's fire loss claim of July 8, 1984.

On March 3, 1987, the Petitioner filed a six count Complaint to recover damages for two unrelated claims of vandalism and fire loss which took place at 15420 S. Vine Street, in Harvey, Illinois, respectively on June 27, 1983 and July 8, 1984 (RC2). Count I was based upon a breach of a Homeowner's policy issued by the Respondent to the Petitioner under Policy No. 93G-72-9675-1, with an effective coverage period between February 7, 1983 and February 7, 1984 (RC15). Count III incorporated the allegations of Count I, and sought damages under Section 155 of the Insurance Code (Ill. Rev. Stat. 1987, Ch. 73, Para. 767). Count V also incorporated the allegation of Count I and sought attorneys' fees in

bringing this action (RC6).

Count II was brought for a breach of a different policy issued to the Petitioner, with an effective coverage period between September 20, 1983 and September 20, 1984, for a fire loss which took place on the same premises on July 8, 1984 (RC14). Like Counts III and V, Counts IV and VI sought damages under Section 155 of the Insurance Code and attorneys' fees for bringing this action. On May 19, 1988, the Petitioner filed two Motions voluntarily dismissing the fire loss claim.

Count II (C254) and Counts IV and VI were dismissed on July 21, 1988, with prejudice. On November 16, 1988, at the hearing on the Petitioner's second Motion, Petitioner requested the trial court to issue an Order directing the Respondent to submit a proof of loss form to the Petitioner as required by the policy,

relative to the vandalism loss. The Respondent's Motion requested that the Petitioner's Counts I, III and V be dismissed under Section 2-619, of the Code of Civil Procedure (RC 38, 266) on the basis that the Petitioner had failed to file his action within one year from the date of the loss in compliance with the policy. The Trial Court denied the Petitioner's Motion for the proof of loss as required by the policy and dismissed the Petitioner's action; however, it granted the Respondent's Motion for failure to file suit within one year in compliance with the policy. On January 20, 1989, the Petitioner's Motion to Reconsider was denied and notice of appeal followed. The Petitioner's argument in chief on appeal to the Appellate Court of Illinois, First District, Third Division, rested on the Ill. Rev. Stat. 1985, Ch. 73, Para. 755-1:

> "that the period of limitation contained in this provision is controlled by Section 143.1 of the Illinois Insurance Code (Code) (Ill. Rev. Stat. 1985, Ch. 73, Para. 755.1). Section 143.1 of the Code provides that "[w]henever any policy *** for insurance *** contains a provision limiting the period within which the insured may bring suit, the running of such period is tolled from the date proof of loss is filed, in whatever form is required by the policy, until the date the claim is denied in whole or in part."

The policy's one-year suit filing period began to run on June 27, 1983, the date of the occurrence. The statute says the running of such period is tolled from the date proof of loss is filed; that it would appear from a reading that the absence of a proof of loss form allowed the Petitioner's

suit filing period to expire and, as a consequence, the claim remains undenied. The Petitioner further stated that the proof of loss form can only be obtained through the Respondent, State Farm Fire and Casualty Co., therefore, the Respondent cannot take refuge behind Section 2-619 of the Illinois Code of Civil Procedure on the basis that the Respondent willfully and knowingly withheld the necessary form. Additionally, the Petitioner contended, without a proof of loss form giving some figure of demand, that no claim existed and the entire situation amounts to a mere reporting of a loss at the policy's address. Contrary to the wording of the controlling statute, Section 143.1 of the Code specifically stating that a contractual limitation period is tolled from the date proof of loss is filed. (See People v. Miller (1984), 128 Ill.App.3d 574, 580; Mack v. Seaman (1983), 113 Ill. App.3d

151, 155; see also In re Marriage of Freemann (1985), 106 Ill. 2d 290, 197.)

The Appellate Court has ruled that: "We have assumed throughout this opinion, in the Petitioner's favor, that his report of the loss in either November or December, 1983 was tantamount to a proof of loss."

REASONS FOR GRANTING THE WRIT

Certiorari should be granted for two reasons: This Petition presents an issue of law involving a denial of the Petitioner's basic right under the U.S. Constitution to due process, and equal protection of the law, and that the Appellate Court's Order sets double standard. In that the Ill. Rev. Stat. 1985, Ch. 73, Para. 755-1, requires the filing of a proof of loss, Section 143-1, of the Insurance Code, as the opinion points out, requires the filing of a proof of loss, as did (David v. Allstate Ins. Co., 147 Ill. App.3d 581, 498, N.E.2d, 246

(1986). In the instant case the Appellate Court has found that the Petitioner's phone call, reporting a vandalism loss was somehow "tantamount" to a signed, sworn, notarized proof of loss, violates the due process clause, and creates a conflict with the first section of the Fourteenth Amendment to the U.S. Constitution which provides that no state shall deny to any person within its jurisdiction the equal protection of the law.

This Court should grant Certiorari here to explicitly rule on whether the Petitioner is entitled under the due process clause to file a claim against the Respondent, State Farm Fire and Casualty Co., and, further to resolve the conflict created by the Appellate Court's Order and the Fourteenth Amendment to the U.S. Constitution which guarantees the Petitioner equal protection under the law as well as due process of the

law in this matter. The Petitioner prays that this Honorable Court remand this matter back to the Trial Court for further proceeding.

## CONCLUSION

For the reasons set forth above, a Writ of Certiorari should issue to review the judgment and opinion of the Court of Appeals in this matter.

Respectfully submitted,

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Dated: May 20, 1991

# A P P E N D I X

APPENDIX A

THIRD DIVISION
May 23, 1990

Notice
The text of this order may be changed or corrected prior to the time for filing of a Petition for Rehearing or the disposition of the same.

No. 1-89-0287

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

| | | |
|---|---|---|
| ROBERT WILSON, | ) | Appeal from the |
| | ) | |
| | ) | Circuit Court |
| | ) | |
| | ) | Circuit Court of |
| | ) | |
| | ) | Cook County. |
| Plaintiff-Appellant, | ) | |
| | ) | |
| v. | ) | No. 87 CH 2006 |
| | ) | |
| STATE FARM FIRE AND CASUALTY COMPANY | ) | Honorable |
| | ) | |
| | ) | Harold A. Siegan, |
| | ) | |
| Defendant-Appellee. | ) | Judge Presiding. |

ORDER

Plaintiff, Robert F. Wilson, commenced

a declaratory judgment action against defendant, State Farm Fire and Casualty Company ("State Farm"), to determine whether State Farm was obligated, under two consecutively issued homeowner's policies, to indemnify plaintiff because of two separate property losses.

Plaintiff filed a six-count complaint which alleged in Count I that State Farm inproperly denied plaintiff's claim for vandalism to property located at 15420 Vine Avenue in Harvey, Illinois, which occurred on June 27, 1983. Count II alleged that State Farm improperly denied plaintiff's claim for fire loss to the same property which occurred July 8, 1984. Counts III and V incorporated Count I and sought damages under section 155 of the Insurance Code and attorney fees. (Ill. Rev. Stat. 1987, ch. 73. par. 767.) Counts IV and VI incorporated Count II and also

sought damages under section 155 of the Insurance Code and attorney fees. (Ill. Rev. Stat. 1987, ch. 73, par. 767.)

Eventually, Counts II, IV, and VI were dismissed. State Farm then filed a motion to dismiss Counts I, III, and V pursuant to Section 2-619 of the Code of Civil Procedure on the basis that the plaintiff had failed to file his action within one year from the date of loss in compliance with policy conditions. (Ill. Rev. Stat. 1987, ch. 110, par. 2-619.) The trial court granted State Farm's motion and dismissed Counts I, III, and V. Plaintiff appeals.

According to plaintiff, on February 4, 1983, he paid a premium of $163 to State Farm for a homeowner's policy, 93G769275-1, with an effective date of February 7, 1983, and expiration date of February 7,

1984, to insure property located at 15420 Vine Avenue. On June 27, 1983, a tenant vandalized the property. According to both plaintiff and State Farm, on September 20, 1983, State Farm issued homeowner's policy, 92-72-0109-2, with expiration date, September 20, 1984, to insure the same property.

Sometime in November or December, 1983, plaintiff reported the vandalism loss to State Farm by telephoning its offices. Adjuster Walter A. Churon denied this claim by letter dated January 5, 1984, on the basis that State Farm's records indicated that it did not insure the property at the time of loss.

On July 8, 1984, the premises were either damaged or totally destroyed by fire. Sometime between January, 1985, and March 1, 1985, plaintiff submitted a proof of loss

relative to the fire loss which specified that the date of loss, however, was June 27, 1983. The proof of loss also indicated that claim was being made under policy, 92-72-0109-2.

On March 1, 1985, and on December 6, 1985, plaintiff submitted to an examination under oath conducted by State Farm's attorney, Albert DeVito. DeVito told plaintiff that the examination would be pursuant to the terms and conditions of policy 93-720109-2, and that plaintiff would be questioned regarding the fire loss which occurred July 8, 1984. During the course of the examination, plaintiff was also questioned about the vandalism loss with respect to the extent of damage, repairs done afterwards, whether photos were taken, when the property was boarded up, whether he had talked to State Farm representatives about

the loss, and when he had made the claim for the loss. Plaintiff was also asked whether the date of loss, June 27, 1983, which appeared on the proof of loss, was correct. Plaintiff admitted that the date was incorrect, but said that he wrote that date because he was making claim for all subsequent damage, including the fire. Plaintiff believed that his property experienced damage after the vandalism loss because of State Farm's failure to pay that initial claim. On several occasions during the examination, DeVito advised plaintiff that State Farm's position denying the vandalism claim remained unchanged. DeVito specifically asked plaintiff whether he understood that fact or had received any correspondence from State Farm indicating that the claim was being reconsidered. Plaintiff responded that he had not received

any correspondence saying that the claim was being reconsidered, but that he might have his attorney continue to press the vandalism claim. Plaintiff also testified that subsequent to receiving State Farm's letter of denial dated January 5, 1984, a policy covering the vandalism loss period was discovered, and he was told by a State Farm claims person, "Mr. Danzler," about June or July, 1984, that State Farm would pay the vandalism claim. Plaintiff said that no third party was present when Mr. Danzler made this representation.

State Farm denied plaintiff's claim for the fire loss of July 8, 1984, by letter dated March 5, 1986. Also on March 5, 1986, by means of a separate letter, State Farm again denied plaintiff's claim for the June 27, 1983, vandalism loss on the basis that no policy had been in effect which covered

the date of loss. Alternatively, State Farm denied the claim because of late notice, fraud, misrepresentation and failure to mitigate damages.

Plaintiff commenced this action on March 3, 1987. State Farm moved to dismiss Counts I, III, and V on the basis that plaintiff failed to file suit within the one-year limitations period specified within the policy which was further limited by section 143.1 of the Ins. Code. Ill. Rev. Stat. 1985, ch. 73, par. 755.1.

The State Farm policy provides in pertinent part:

"SECTION I - CONDITIONS"

* * *

8. Suit Against Us. No action shall be brought unless there has been compliance with the policy provisions

and the action is started within one year after the occurrence causing loss or damage."

Section 143.1 of the Insurance Code provides in pertinent part:

"Periods of Limitation Tolled. Whenever any policy or contract for insurance, *** contains a provision limiting the period in which the insured may bring suit, the running of such period is tolled from the date proof of loss is filed, in whatever form as required by the policy, until the claim is denied in whole or in part." (Ill. Rev. Stat. 1985, ch. 73, par. 755.1.)

The trial court ruled in favor of State Farm and dismissed Counts I, III, and V. For reasons which follow, we affirm.

Plaintiff initially contends that dismissal was improper because an issue of

fact existed as to the parameters of the one-year limitations period. Plaintiff argues that his vandalism claim was denied on March 5, 1986, rather than on January 5, 1984, as State Farm contends.

It has been well established in Illinois that the contractual period of limitations found in similar insurance policies runs from the date of loss, and not from the time the loss becomes payable or from the date the claim is denied. (Florsheim v. Travelers Indemnity Co. (1979), 75 Ill. App. 3d 298, 308, 393 N.E. 2d 1223; Davis v. Allstate Insurance Co. (1986), 147 Ill. App. 3d 581, 583-4, 498 N.E.2d 246.) Section 143.1 of the Insurance Code only provides that filing of the proof of loss tolls the contractual limitations period until the date the claim is denied in whole or in part. (Kondonrajian v. Millers National Ins. Co. (1987), 151

Ill. App. 3d 870, 872, 503 N.E.2d 775; Vole v. Atlanta International Ins. Co. (1988), 172 Ill. App. 3d 480, 482-3, 526 N.E.2d 653.) In order to toll the one-year contractual limitations period the proof of loss must be in the form required by the policy. (Vole v. Atlanta International Ins. Co., 172 Ill. App.3d 482-3.) Furthermore, and insured cannot rely upon the tolling provision his contractual right to file suit lapses before he submits any proof of loss. Wilson v. Indiana Insurance Co. (1986), 150 Ill. App. 3d 669, 672-73, 502 N.E.2d 69.

In the present case, plaintiff admitted that he reported the loss to State Farm four or five months after the loss, in either November or December, 1983. Even assuming that plaintiff's report of the claim at this time could suffice as a proof of loss to toll the limitations period until the claim

was denied on either January 5, 1984, or March 5, 1986, plaintiff's suit was not timely filed. If one assumes January 5, 1984, as the appropriate date of denial, plaintiff had, at most, until approximately September 5, 1984 to file suit; if one assumes March 5, 1986, as the date of denial, plaintiff had until approximately November 5, 1986. Assuming either date as the appropriate date of denial yields the same result. Plaintiff filed suit after the one-year limitations period expired, even assuming that he can properly claim a tolling of the limitations period.

Alternatively, if one assumes that the proof of loss submitted by plaintiff sometime between January, 1985, and March 1, 1985, relates to the vandalism claim rather than to the fire loss claim, the limitations period lapsed one year from the

date of loss, June 27, 1984, without ever being tolled. See Wilson v. Indiana Ins. Co., 150 Ill. App. 3d at 672-73.

Yet, it can hardly be argued that the January 5, 1984, letter was not a letter of denial. This letter explicitly denied plaintiff's claim for the vandalism loss by explaining that no policy was found which provided coverage during the time of loss. The March 5, 1986, letter reiterated this basis for denial and stated, in the alternative, that the claim was denied because other policy conditions were breached.

While a motion to dismiss pursuant to section 2-619 of the Code of Civil Procedure contemplates that issues of fact will be resolved at trial, easily proven issues of fact can be decided by the court in granting the motion. (Kinney v. Continental (1976),

42 Ill. App. 3d 263, 264-5, 356 N.E.2d 131.) Accordingly, we believe the issue of when plaintiff's claim was denied was appropriately decided by the trial court.

Secondly, plaintiff argues that State Farm has waived or is estopped from asserting a limitations defense because of its conduct in handling the claims. Preliminarily, State Farm counters that since plaintiff did not initially plead that he had complied with all conditions of the policy and, also did not plead facts to invoke either the waiver or estoppel doctrine, he cannot rely upon that argument now. However, any objection that State Farm may have that the matter was not in issue is waived because State Farm did not object when plaintiff raised a waiver and estoppel argument in response to State Farm's motion to dismiss. Florsheim v. Travelers

Indemnity Co., 75 Ill. App. 3d No. 1-89-0287 at 303.

A waiver is an intentional relinquishment of a known right. To constitute a waiver, the words or conduct of the insurer must have been inconsistent with its intention to rely on the requirements of the policy. Florsheim v. Travelers Indemity Co., 75 Ill. App. 3d at 304; Lake in the Hills v. Ill. Emasco Ins. Co. (1987), 153 Ill. App. 3d 815, 817, 506 N.E. 2d 681.

To establish an estoppel, the insured must show that it was in some way misled by the acts or statements of the insurer or its agents; that the insurer relied on this conduct or representation; that such reliance was reasonable; and that the insured was prejudiced thereby. (Florsheim v. Travelers Indemnity Co., 75 Ill. App. 3d at 304-05.) Evidence of conduct by the

insurer which induces plaintiff to reasonably believe his claim will be settled without suit or lulls plaintiff into a false sense of security which causes him to delay the assertion of his rights creates, for the trier of fact, an issue as to whether the conduct constitutes an estoppel. (Myers v. Centralia Cartage Co. (1981), 94 Ill. App. 3d 1139, 1143, 419 N.E.2d 465.) If there is no evidence of such conduct, the court may dispose of the motion to dismiss for untimely filing as a matter of law. In determining the decision to render on the motion, the court looks to the pleadings, affidavits, or other proofs presented by the parties. (Myers v. Centralia Cartage Co., 94 Ill. App. 3d 1143.) Cases in which an insurer's conduct is found to amount to an estoppel typically involve a concession of liability by the insurer. (Myers v.

Centralia Cartage Co., 94 Ill. App. 3d at 1143; Hurtt v. Davidson (1980), 84 Ill. App. 3d 681, 683, 406 N.E.2d 90.) Ordinarily, acts and conduct occurring after the expiration of the time period for bringing suit cannot be relied upon to create an estoppel. Florsheim v. Travelers Indemnity Co., 75 Ill. App. 3d at 307.

Plaintiff contends that because State Farm denied the vandalism claim for the second time on March 5, 1986, and requested that he submit to examination on March 1, 1985, and December 6, 1985, State Farm has waived and is estopped from relying upon the limitations period. Although it is not clear from plaintiff's brief, apparently he is arguing that because this conduct occurred after the limitations period expired these acts and are therefore inconsistent with an assertion of that

defense. However, we believe that State Farm's second denial letter rather than indicating that State Farm did not intend to rely upon the limitations defense, was an attempt by State Farm to reiterate and strengthen its position in response to plaintiff who had stated during examination that he did not intend to relinquish the claim. Additionally, State Farm prefaced that examination with a statement that the examination would pertain to the fire loss claim, and although plaintiff was questioned about some aspects of the vandalism claim which might serve to differentiate or segregate the two losses, the greater part of the examination concerned the fire loss and plaintiff's ownership of the property. Even if plaintiff's examination had totally concerned the vandalism claim, we fail to see how that conduct would indicate that

State Farm did not intend to assert the limitations provision. To adopt plaintiff's view would mean that an insurer could not bolster its other defenses after a suit filing limitations period expired without waiving any limitations defense.

With respect to plaintiff's estoppel argument, since he contends that State Farm's conduct occurred after the expiration of the limitations period, it is difficult to ssee how that conduct could have lulled plaintiff into a false sense of security so that he did not timely file suit. If we assume, however, as plaintiff elsewhere contends, that the claim was denied on March 5, 1986, rather than on January 5, 1986, State Farm's conduct occurred before expiration of the limitations period. Unfortunately, plaintiff is no better served by this position because State Farm's

attorney made it abundantly clear during plaintiff's examination, and the March 5, 1986 denial letter unequivocally demonstrated that State Farm continued to stand upon its earlier denial. Rather than give plaintiff the impression that the matter could be resolved without suit, State Farm's conduct should have advised plaintiff that suit was then probably the only possible means of resolving the claim. Even if we consider plaintiff's statement during his examination that an effective policy was discovered and a State Farm representative told him in June or July, 1984, that State Farm would pay the loss, the result is the same. Since plaintiff alleged that this conversation took place prior to either the examination or the second denial, it should have been clear to plaintiff in the spring of 1986, that State Farm's position was

directly at odds with his own, and that such a firm position without further indication would not likely be reconsidered again. Even where the defendant has engaged in settlement negotiations, which the insurer did not do here, no estoppel has been found, as a matter of law, where negotiations were broken off and liability denied two or three months before the limtiations period expired. Reat v. Illinois Central Railroad Co. (1964), 46 Ill. App. 2d 267, 274-5, 197 N.E.2d 860; Florsheim v. Travelers Indemnity Co., 75 Ill. App. 3d at 305.

Plaintiff also contends that State Farm may not rely upon the limitations provision because State Farm did not provide him with the proof of loss form which was necessary to toll the limitations period. Additionally, plaintiff contends that without that necessary form, a claim has not

been made so as to trigger any limitations period. Unfortunately, plaintiff's argument cannot withstand scrutiny. We have assumed throughout this opinion, in plaintiff's favor, that his report of the loss in either November or December 1983, was tantamount to a proof of loss, and under either view of when the claim was denied, the limitations period expired before plaintiff filed suit. Further, as we have previously stated, the accepted view in Illinois is that the date of loss triggers the one year limitations period, rather than the filing of the proof of loss. Davis v. Allstate, 147 Ill. App. 3d at 583-84.

Plaintiff's final argument is an appeal to general equitable considerations. Plaintiff argues that the one-year limitations period was an insufficient period of time for him to raise funds to obtain legal

representation. Plaintiff urges that we recognize a two-year limitations period in his case so that the merits of his claim might be considered. However, a one-year limitations period in a homeowners's policy has been found not to be against public policy. (McMahon v. Millers National Ins. Co. (1971), 131 Ill. App. 2d 339, 266 N.E.2d 714.) Furthermore, a limitations period is enforceable even though the claim is meritorious and the insurer should have paid it. German v. Continental Casualty Co. (1978), 58 Ill. App. 3d 22, 373 N.E.2d 1058.

Plaintiff is the owner of multiple properties and has testified that he has pursued at least one other action related thereto. He also testified that he was not in debt at the time of his examination except for attorney fees. An attorney that had represented him on other matters argued

in his behalf in response to State Farm's motion to dismiss. Surely, plaintiff could have managed his finances and enlisted the assistance of counsel with whom he was familiar to simply file the suit.

Accordingly, we affirm the judgment of the ciruit court.

Affirmed.

FREEMAN, J., with CERDA, P.J. and RIZZI, J., concurring.

APPENDIX B

ORDER CCG-2

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

| | | |
|---|---|---|
| ROBERT WILSON | ) | |
| | ) | |
| | ) | NO. 87 CH 2006 |
| vs. | ) | |
| | ) | |
| STATE FARM FIRE & | ) | |
| | ) | |
| CASUALTY CO. | ) | |

**ORDER**

This cause coming to be heard on defendant's motion to amend the first four 0ages of its July 25, 1988 Section 2-619 Motion to Dismiss Counts I, III, and IV of the plaintiff's Complaint, and defendant's Section 2-619 Motion to Dismiss Counts I, III, & V of the Complaint, the plaintiff having filed a written response and being represented in oral argument by counsel, and the defendant, having filed a reply to plaintiff's response, oral argument having

been made by plaintiff and defendant;

IT IS HEREBY ORDERED:

1) That Defendant's Motion To Amend the first four pages of its motion is granted.

2) That Defendant's Motion to Dismiss Counts, I, III and V is sustained with prejudice.

3) The Court hereby finds that the dismissal of Counts I, III & V is a final order, there being no just reason to retry its enforcement or action pursuant to Rule 304.

Atty. No. 90663
Name Querry & Harrow Ltd.
Attorney for Defendant Nov. 16, 1983
Address 135 S. LaSalle
City Chicago ENTER:
Telephone 236-9850

Judge H. Siegan 743

CLERK OF THE CIRCUIT COURT OF COOK COUNTY

APPENDIX C

ORDER CCG-2

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**
**COUNTY DEPARTMENT, CHANCERY DIVISION**

| | | |
|---|---|---|
| ROBERT WILSON | ) | |
| | ) | NO. 87 CH 2006 |
| vs. | ) | |
| STATE FARM FIRE & CASUALTY CO. | ) | |

**ORDER**

This matter coming before the court on plaintiff's motion to reverse the dismissal of the plaintiff's suit, due notice having been given, the plaintiff appearing pro se, the defendant appearing by and through its attorney and the court having the benefit of plaintiff's written motion and oral argument;

IT IS HEREBY ORDERED

1) The plaintiff's motion to reverse the order of dismissal of plaintiff's suit

is denied;

2) The court's order of November 6, 1988, is sustained; and

3) The court hereby finds that this is a final order there being no just reason to delay its enforcement or appeal, pursuant to Rule 304.

Atty. No. 90663

Name Querry & Harrow Ltd.
Attorney for Defendant Jan. 20, 1989
Address 135 S. La Salle
City Chicago ENTER:
Telephone 236-9850
Judge H. Siegan 743

**CLERK OF THE CIRCUIT COURT OF COOK COUNTY**

APPENDIX D

ORDER

**IN THE APPELLATE COURT, STATE OF ILLINOIS**

**FIRST DISTRICT**

| | | |
|---|---|---|
| ROBERT WILSON | ) | |
| | ) | |
| Plaintiff-Appellant, | ) | |
| | ) | NO. 1-89-0287 |
| vs. | ) | |
| | ) | |
| STATE FARM FIRE & | ) | |
| | ) | |
| CASUALTY CO. | ) | |
| | ) | |
| Defendant-Appellee. | ) | |

**ORDER**

IT IS HEREBY ORDERED that the Petition for Rehearing filed by Plaintiff- Appellant, on July 25, 1990 is DENIED.

David Cerda
JUSTICE

Dom Rizzi
JUSTICE

Charles E. Freeman
JUSTICE

APPENDIX E

ILLINOIS SUPREME COURT

JULEANN HORNYAK, CLERK

SUPREME COURT BUILDING

SPRINGFIELD, ILLINOIS 62706

(217) 782-2035

February 6, 1991

Mr. Robert Wilson
15630 S. Loomis St.
Harvey, Illinois 60426

No. 71136 - Robert Wilson, petitioner, v. State Farm Fire and Casualty Company, respondent. Leave to appeal, Appellate Court, First District.

The Supreme Court today DENIED the petition for leave to appeal in the above entitled cause.

Bilandic and Freeman, JJ., took no part.

The mandate of this Court will issue to the Appellate Court on February 28, 1991.

APPENDIX F

**SUPREME COURT OF THE UNITED STATES**

No. A-828

ROBERT WILSON,

Petitioner,

vs.

State Farm Fire and Casualty Co.

**ORDER**

UPON CONSIDERATION of the application of the petitioner,

IT IS ORDERED that the time for filing a petition for a writ of certiorari in the above-entitled case, be and the same is hereby, extended to and including July 6th, 1991.

/s/ John Paul Stevens
Associate Justice of
the Supreme Court of
the United States

Dated the 2nd

day of May, 1991.

APPENDIX G

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**
**COUNTY DEPARTMENT, CHANCERY DIVISION**

| | | |
|---|---|---|
| ROBERT WILSON | ) | |
| | ) | |
| Plaintiff | ) | NO. 87 CH 2006 |
| | ) | |
| vs. | ) | |
| | ) | |
| STATE FARM FIRE & | ) | |
| | ) | |
| CASUALTY CO. | ) | |
| | ) | |
| Defendant. | ) | |

---

POINTS RELIED ON

#1. MOTION TO REVERSE FOR VIOLATION OF THE ILLINOIS REV. STATUTE 1985, CH. 73-755.1

---

#2. THE PLAINTIFF ARGUMENT IN CHIEF IS THERE IS NO CLAIM WITHOUT THE PRODUCTION OF A PROOF OF LOSS

#3. THERE IS A DISCREPANCY IN THE INTERPRETATION OF THE STATUTE BETWEEN THE HONORABLE JUDGE KILEY, AND THIS

COURT RELATIVE TO 2-619.

#4. THE PLAINTIFF MOTION TO PRODUCE A PROOF OF LOSS WENT UNHEARD ON NOV. 16, 1988.

#5. THE PROOF OF LOSS EXCEPTED BY THE COURT RELATES TO A FIRE LOSS OF 1984 AND NOT A VANDALISM LOSS OF 1983.

#6. ESTOPELL ISSUE OF THE DEFENDANT OBLIGATION TO PROVIDE PROPER PROOF OF LOSS FORM CONTRARY TO INSURANCE PROVISION.

APPENDIX H

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION**

| | | |
|---|---|---|
| ROBERT WILSON<br>Plaintiff<br>vs.<br>STATE FARM<br><br>INSURANCE CO.,<br><br>Defendant. | )<br>)<br>)<br>)<br>)<br>)<br>)<br>)<br>) | NO. 87 CH 2006 |

MOTION TO RECONSIDER DISMISSAL OF PLAINTIFF SUIT

THE PLAINTIFF, ROBERT WILSON, APPEARING PRO SE AND RESPECTFULLY SAY THAT THE PLAINTIFF CONTENDS THAT ON NOV. 16, 1988 THE DISMISSAL OF PLAINTIFF SUIT PURSUANT TO SECTION 2-619 SHOULD BE REVERSE BECAUSE IT VIOLATED THE ILL. REVISE STATUE 1985, CH. 73-755.1. THE PLAINTIFF ARGUMENT IN CHIEF IS THE ABSENCE OF A PROOF OF LOSS TO CONSTITUTE A CLAIM. AND THERE APPEARS TO BE A DISCREPANCY IN THE INTERPRETATION OF SECTION 2-619 BETWEEN THE HON. JUDGE KILEY, AND THIS

COURT.

WHEREAS, JUDGE KILEY REQUIRED A PROOF OF LOSS TO DISMISS PURSUANT TO THE STATUE THIS COURT DID NOT REQUIRE THE SAME.

ON JUNE 25, 1987 THE PLAINTIFF APPEARED BEFORE JUDGE KILEY, RELATIVE TO SECTION 2-619 AND THE DEFENDANT HERE REPRESENTED THAT MOTION. THAT SUIT WAS DISMISSED FOR FAILURE TO FILE SUIT WITHIN THE POLICYS ONE YEAR SUIT LIMITATION PERIOD. BEFORE THE DISMISSAL OF THAT SUIT JUDGE KILEY, DEFINED THE STATUE AND I QUOTE: WELL, WHAT YOU DO IS YOU MAKE A CLAIM. YOU FILE A CLAIM WITH THE COMPANY, AND THEY SAY: <u>WELL, HERE ARE THE THINGS YOU HAVE TO FILL OUT AND THEY SEND YOU THE STUFF TO FILL OUT AND YOU FILE THAT TOO</u>. END OF QUOTE.

THE DEFENDANT HERE REPLIED AND SAID, AND I QUOTE: THAT WAS DONE JUDGE, THE PROOF OF LOSS WAS IN FACT SUBMITTED, IT'S UNDISPUTED

THAT IT WAS IN FACT SUBMITTED, END OF QUOTE.

THE COURT, AND I QUOTE: WELL, I THINK THE STATUE WOULD SAY THAT ONCE YOUR PROOF OF LOSS IS FILED, THE RUNNING OF THE TIME YOU HAVE TO FILE YOUR LAWSUIT STOPS.

SO LET ME TRY TO PUT IT THIS WAY: THE POLICY SAYS THAT WHEN THERE'S A LOSS, ON THE DAY THERE'S A LOSS, THE CLOCK BEGINS TO TICK AND YOU HAVE ONE YEAR TO FILE A LAWSUIT AGAINST THE INSURANCE COMPANY. THE LOSS HAPPENED IN APRIL OF 84, THE CLOCK BEGINS TO TICK FOR ONE YEAR. NOW YOU FILE A CLAIM. ONCE YOU FILE YOUR PROOF OF LOSS, THE CLOCK STOPS. AND THE CLOCK DON'T START RUNNING AGAIN UNTIL THE CLAIM IS DENIED AND WHEN IT HIT 365 DAYS THE TIME ENDS FOR THE FILING OF A LAWSUIT. END OF QUOTE.

IF WE CAN RELY ON JUDGE KILEY'S VERSION OF THE STATUE THE DEFENDANT IS ESTOPPEL FROM

ASSERTING A LIMITATION PERIOD FOR FAILURE TO MEET ITS OBLIGATION AND FURNISH PLAINTIFF WITH PROPER PROOF OF LOSS FORM. ATTORNEY GARY RAVITZ, FAILED TO OBJECT WHEN THE DEFENDANT'S COLLEAGUE ATT. DeVITO, TENDERED A PROOF OF LOSS TO THE COURT WHICH DID NOT RELATE TO THE VANDELISM LOSS; IT WAS A CLAIM RELATING TO A FIRE LOSS OF 1984, AND NOT A VANDELISM LOSS OF 1983. A PROOF OF LOSS WHICH WAS INTENDED TO DECEIVE THE COURT AND DEPRIVE THE PLAINTIFF. IT SHOULD ALSO BE NOTED THAT THE COURT DISMISSED PLAINTIFF'S SUIT UPON AN ERONEOUS PROOF OF LOSS FORM. THE POLICY CALLS FOR A PROOF OF LOSS, THE STATUE CALLS FOR A PROOF OF LOSS; AND IF I'M TO FILE A CLAIM, IT TOO CALLS FOR A PROOF OF LOSS. THE INEVITABLE APPEARS THAT THERE IS NO CLAIM OR DENIAL, AND THAT THE SUIT FILING PERIOD SIMPLY EXPIRED. AS A CONSEQURNCE, THERE IS NO CLAIM BEFORE THIS COURT TO

DISMISS. THE DEFENDANT FAILED TO SUBMIT THE STUFF POINTED OUT BY JUDGE KILEY: 2. THE SUIT FILING PERIOD WAS NEVER TOLLED AS REQUIRED BY THE STATUE OF LIMITATION, ILL.REV.STAT 1985 CH. 73-755.1. TO ALLOW THE DEFENDANT TO RELY ON A LIMITATION PERIOD WITHOUT SUBMITTING A PROOF OF LOSS FORM WOULD CLEARLY BE UNJUST, ENQUITABLE, AND UNCONSCIENABLE. FOR THE REASONS SET FORTH THIS COURT SHOULD REVERSE ITS DISMISSAL AND REINSTATE PLAINTIFF SUIT.

RESPECTFULLY SUBMITTED,

ROBERT WILSON

APPENDIX I

**RENTAL DWELLING POLICY - BASIC FORM 1**

Coverage afforded by this policy is provided by

**STATE FARM GENERAL INSURANCE COMPANY**

**2309 E. OAKLAND AVE., BLOOMINGTON, ILLINOIS 61709**

a Stock Company with Home Offices in Bloomington, IL

**DECLARATIONS**

We will provide the insurance described in this policy in return for the premium and compliance with all appliable provisions of this policy.

POLICY NUMBER: 93-72-0109-2

REPLACES NUMBER: 13-77 0762-7

**Named Insured and Mailing Address**

Wilson, Robert F.

15630 Loomis, Harvey, IL 60426

THE POLICY PERIOD BEGINS AND ENDS AT 12:01

A.M. STANDARD TIME AT THE RESIDENCE PREMISES

09/20/83 :EFFECTIVE DATE

12 MONTHS :POLICY PERIOD

09/20/84 :EXPIRATION OF POLICY PERIOD

INFLATION COVERAGE INDEX: 300.3

**AUTOMATIC RENEWAL** - If the Policy Period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**LOCATION OF PREMISES**

15420 Vine, Harvey, Illinois 60426

**LIMITS OF LIABILITY**

**PROPERTY AND COVERAGES**

SECTION I

| | | |
|---|---|---|
| $40,000 | A | DWELLING |

$ 2,000 B PERSONAL PROPERTY

$ ACTUAL LOSS SUSTAINED

C LOSS OF RENTS

SECTION II

$100,000 L BUSINESS LIABILITY (EACH OCCURRENCE)

$ 1,000 M PREMISES MEDICAL PAYMENTS (EACH PERSON)

**FORMS, OPTIONS & ENDORSEMENTS**

**FP-8111.2** BASIC FORM

**FE-8213** AMENDATORY END

**DEDUCTIBLES - SECTION I**

$ 250 ALL - PERILS

IN CASE OF LOSS UNDER THIS POLICY, WE COVER ONLY THAT PART OF THE LOSS OVER THE DEDUCTIBLE STATED.

**RENTAL DWELLING POLICY - BASIC FORM 1**

Coverage afforded by this policy is provided by

**STATE FARM GENERAL INSURANCE COMPANY**

**2309 E. OAKLAND AVE., BLOOMINGTON, ILLINOIS 61709**

a Stock Company with Home Offices in Bloomington, IL

**DECLARATIONS**

We will provide the insurance described in this policy in return for the premium and compliance with all appliable provisions of this policy.

POLICY NUMBER: 93-72-0109-2

REPLACES NUMBER: 13-77 0762-7

**Named Insured and Mailing Address**

Wilson, Robert F.,

15630 Loomis

Harvey, IL 60426

THE POLICY PERIOD BEGINS AND ENDS AT 12:01

A.M. STANDARD TIME AT THE RESIDENCE PREMISES

02/07/83 :EFFECTIVE DATE

12 MONTHS :POLICY PERIOD

02/07/84 :EXPIRATION OF POLICY PERIOD

INFLATION COVERAGE INDEX: 300.3

**AUTOMATIC RENEWAL** - If the Policy Period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**LOCATION OF PREMISES**

15420 Vine,

Harvey, Illinois 60426

**LIMITS OF LIABILITY**

**PROPERTY AND COVERAGES**

SECTION I

| | | |
|---|---|---|
| $38,300 | A | DWELLING |
| $ 1,915 | B | PERSONAL PROPERTY |
| $ ACTUAL LOSS SUSTAINED | C | LOSS OF RENTS |

SECTION II

| | | |
|---|---|---|
| $100,000 | L | BUSINESS LIABILITY (EACH OCCURRENCE) |
| $ 1,000 | M | PREMISES MEDICAL PAYMENTS (EACH PERSON) |

**FORMS, OPTIONS & ENDORSEMENTS**

**FP-8111.1** BASIC FORM

**FE8213** AMENDATORY ENDORSEMENT

**DEDUCTIBLES - SECTION I**

$ 100 ALL - PERIL

MORTGAGEE: DAVIS, FRED E. & ALICE
P.O. BOX 277
BABSON PARK, FL 33827

IN CASE OF LOSS UNDER THIS POLICY, WE COVER ONLY THAT PART OF THE LOSS OVER THE DEDUCTIBLE STATED.

7i

TOTAL PREMIUM

$163.00

MTG LN #

33714

CREDITS APPLIED

NONE

COUNTERSIGNED January 4, 1983

by Kenneth H. Burke (agent)

No. A-828

**IN THE**

**SUPREME COURT OF THE UNITED STATES**

ROBERT WILSON

Petitioner

vs.

STATE FARM FIRE AND CASUALTY CO.

Respondent

TO: ATT. ALBERT DEVITO,
ATT. FREDERICK SUDEKUM
135 S. LA SALLE STREET
CHICAGO, ILLINOIS 60603

**PROOF OF SERVICE**

I, ROBERT WILSON, Petitioner in the above entitled cause herein, set forth, upon my oath, do hereby swear that a copy of the petition for writ of certiorari to the United States Supreme Court was delivered to Atts. on Record: Frederick J. Sudekum, and Albert Devito of Querry and Harrow, located

at 135 S. LaSalle St., in the city of Chicago, Illinois by processing a delivery through the certified mail located at the post office in the city of Harvey, Illinois 60426.

RESPECTFULLY SUBMITTED,

ROBERT WILSON

Subscribed and sworn before me this 20th day of June, 1991 at Harvey, County of Cook, State of Illinois.

Marsha Sanders.

SWORN STATEMENT IN PROOF OF LOSS

CLAIM NO 60

---

POLICY NUMBER 93 72 0109 2

EFFECTIVE DATE 9/20/83

EXPIRATION DATE 9/20/84

TYPE OF POLICY RENTAL DWELLING

PROPERTY INSURED 15420 S. Vine St.
Harvey, Illinois

AMOUNT $40,000

TO STATE FARM FIRE AND CASUALTY COMPANY

By the above policy of insurance, you insure: Robert F. Wilson - Name of Insured (hereinafter called insured)

A loss occured April 27th about the hour of 6:30 p.m. which loss upon best knowledge and belief of insured was caused by fire. The interest of the insured in the described property was owner. Others having interest in the described property at the time of loss either as mortgagee, lienholder, or

otherwise were none. Since the above policy was issued there has beeb no change in title, use, or possession of said property except none.

THE ACTUAL CASH VALUE of the described property was $3,365.00 (contents) $3,365.00

THE REPLACEMENT COST of the involved building at time of loss was $_____

THE TOTAL INSURANCE covering the described property including this policy and all other policies (whether valid or not), binders or agreement to insure was at time of said loss $40,000

THE ACTUAL LOSS AND DAMAGE to the described property as a result of said loss was $38,000

(Building - $40,000,
Contents - $3,365.00,

Other - $38,000 (Rent)

Peral - $5,000
LESS AMOUNT OF DEDUCTIBLE $ 5,000

INSURED HEREBY CLAIMS OF THIS COMPANY (*) under this policy the sum of $_____

*Subject to Supplemental Claim, if applicable to be filed in accordance with the terms and conditions of the Replacement Cost Coverage under the above described policy.

THE FULL COST OF REPAIR OR REPLACEMENT is $ 40,000

MAXIMUM AMOUNT OF SUPPLEMENT CLAIM under the Replacement Cost Coverage of the above described policy is $81,365.00

---

In consideration of the payment to be made hereunder, the insured does hereby assign to said insurer all right, title and interest in and to the property for which

claim is being made hereunder, and agrees to immediately notify said insurer in case of any recovery of the property for which claim is being made hereunder, and will render all assistance possible in any endeavor to recover said property. Insured also agrees to turn over to said insurer any such recovery which may be made or reimburse said insurer in full to the extent of the payment which may be recovered.

The said loss was not caused by design or procurement on the part of the insured or this affiant. Nothing has been done by or with the privity or consent of insured or this affiant to violate the conditions of the policy, or render it void, no articles are mentioned herein or in annexed schedules but such as were interested in the loss and insured under this policy, and belonged to the insured at the time of said loss, no

property saved has been in any manner concealed, and no attempt to deceive the said insurer as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished on call, and considered a part of this proof.

Applicable in California only: For your protection California Law requires the following to appear on this form - (a) It is unlawful to (1) Knowingly present or cause to be presented any false or fraudulent claim for the payment of a loss under a contract of insurance. (2) Knowingly file multiple claims for the same loss or injury with more than one insurer with an intent to defraud the insurer. (3) Knowingly prepare, make, or subscribe any writing, with intent to present or use the same, or to allow it to be present or used

in support of any such claim. (b) Every person who violates any provision of this section is punishable by imprisonment in the state prison, for two, three, or four years, or by fine not exceeding ten thousand dollars ($10,000), or by both.

Applicable in Florida Only: Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Applicable in Idaho Only: Any person who knowingly and with intent to defraud or deceive any insurance company files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

Applicable in New York Only: Any person who knowingly and with intent to defraud any

insurance company files a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which is a crime.

It is expressly understood and agreed that the furnishing of this blank to the insured or the assistance of and adjuster, or any agent of the insurer in the making of this proof, is not a waiver of any rights of said Insurer or of any of the conditions of this policy.

WITNESS_____ hand

at _____ this ____ day of_

_____

State of _____ County of _____

_____

Signature Date

_____

Signature Date

Personally appeared before me, the day and date above written_____ signer of the foregoing statememts, who being by me duly sworn, made solemn oath that the matters contained in the foregoing statements are true in substance and in fact.

_____ (SEAL)

APPENDIX J

3303 (5 -82) CCG - 3 A

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**

| | | |
|---|---|---|
| ROBERT WILSON | ) | |
| | ) | |
| Plaintiff | ) | NO. 87 CH 2006 |
| | ) | |
| vs. | ) | |
| | ) | |
| STATE FARM FIRE & | ) | |
| | ) | |
| CASUALTY CO. | ) | |
| | ) | |
| Defendant. | ) | |

**NOTICE OF MOTION**

To: QUERRY, HARROW & KENNEDY LTD.

135 S. LaSalle St.

Chicago, Illinois 60426

On June 21, 1988 at 10 a.m. or as soon thereafter as counsel may be heard, I shall appear before the Honorable Judge Siegan or any judge sitting in his stead, in the courtroom usually occupied by him in the

Richard J. Daley Center, Chicago, Illinois and then and there request that an order be issued directing the defendant to submit a proof of loss to the plaintiff as required by the policy.

Name Robert Wilson, PRO SE

Address 15630 S. Loomis, Harvey, IL

Telephone (312) 333-6428

**PROOF OF SERVICE BY DELIVERY**

I, Robert Wilson, a non-attorney, on oath state, on May 19th, 1988, I served this notice by delivering a copy personally to each person to whom it is directed:

Querry, Harrow, Gulantic,

135 S. LaSalle St., Chicago, IL.

Signed and sworn to before me

_____, 1988.

_____Notary Public

RGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

3303 (5 -82) CCG - 3 A

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS**

**CHANCERY DIVISION**

| | | |
|---|---|---|
| ROBERT WILSON | ) | |
| | ) | NO. 87 CH 2006 |
| | ) | |
| vs. | ) | |
| | ) | |
| STATE FARM FIRE & | ) | |
| | ) | |
| CASUALTY CO. | ) | |

**NOTICE OF MOTION**

To: QUERRY, HARROW & KENNEDY LTD.

135 S. LaSalle St.

Chicago, Illinois 60603

On January 20th, 1989 at 9:30 a.m. or as soon thereafter as counsel may be heard, I shall appear before the Honorable Judge Siegan, Rm. 2006 or any judge sitting in his stead, in the courtroom usually occupied by him in the Richard J. Daley Center, Chicago, Illinois and then and there present the attached motion of plaintiff. Motion to

reverse the dismissal of plaintiff suit the Ill.Rev.Statute 1985 ch. 73-755-1.

Name Robert Wilson, PRO SE

Address 15630 S. Loomis, Harvey, IL 60426

Telephone (312) 333-6428

**PROOF OF SERVICE BY DELIVERY**

I, Robert Wilson, a non-attorney, on oath state, on May 19th, 1991, I served this notice by delivering a copy personally to each person to whom it is directed:

Querry, Harrow, Gulantic,

135 S. LaSalle St., Chicago, IL.

Signed and sworn to before me

_____, 1991.

_____Notary Public

ORGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

BEST AVAILABLE COPY